

Motion Picture Film Sale and License Agreement

By purchasing a lifetime educational license with Public Performance Rights, you are agreeing to the following terms:

1. Definitions:

(a) "TrAGiK Entertainment" means TrAGiK Entertainment, LLC, a limited liability company organized and existing under the laws of the state of Missouri, and having its principal offices at 10738 Larkspur Dr, St Louis, MO 63123.

(b) "Customer" means anyone purchasing an Educational or Non-Theatrical License of the Film.

(c) "The film" means America's Blues, either the full version or 60-minute version as specified in the invoice.

2. The film. Within 30 days after license purchase, TrAGiK Entertainment shall deliver to Customer the DVD(s), or Digital File(s) which shall be used by Customer only in accordance with the terms of this agreement.

3. Use and care of the film. Customer shall not copy, duplicate or reproduce the film or any part thereof; shall retain the film in its custody and control at all times; and shall exhibit the film without the addition or deletion of any matter.

4. License to exhibit & Lend. TrAGiK Entertainment hereby grants to Customer a non-exclusive license to exhibit the film only for noncommercial purposes. This license also grants the institution the right to lend the film to library members or students. Customer shall not make or permit any television showing of the film or any part thereof. Customer shall not make or permit any showing of the film(s) or any part thereof in any commercial motion picture theatre. Customer shall not make the film(s) available for any digital streaming or download by other parties, nor distribute it by any future technologies. All rights not specifically granted within this contract are retained by TrAGiK Entertainment. This is a Lifetime License and there is no time limit on use.

5. Taxes. Customer shall pay at its own expense any taxes or other charges imposed by any governmental body upon its exhibition of the film or its use of the film.

6. Fee. In consideration for the license and rights granted to Customer under this agreement, Customer shall pay TrAGiK Entertainment the amount specified on the website or as agreed upon by the Director.

7. Refunds and Exchanges. No refunds will be issued. All sales are final. If a DVD is received by Customer in damaged or unsatisfactory condition, it may be exchanged for a new copy of the same film. Damages must be reported within 14 days of receipt of film.

8. Assignment. This agreement shall not be assigned by Customer to any person without the written consent of TrAGiK Entertainment.

9. Entire agreement. This writing constitutes the entire agreement and understanding of the parties and shall not be modified or amended except by a writing signed by the parties.

This is a legal and binding license agreement and payment for this license is considered an electronic signature.